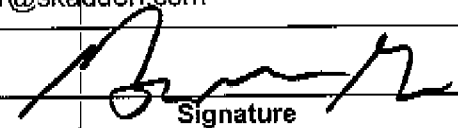


Form PTO-1594 (rev 06/04)		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U. S. Department of Commerce Patent and Trademark Office	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:					
<b>1. Name of conveying party(ies)/Execution Date(s):</b> <b>WideOpenWest Finance, LLC</b>  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s)  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Corporation  <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> </div> <div> <input type="checkbox"/> Association  <input type="checkbox"/> Limited Partnership             Citizenship <u>Delaware</u>            Execution Date(s) <u>May 1, 2006</u>            Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No         </div> </div>			<b>2. Name and Address of receiving party(ies)</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Credit Suisse, Cayman Islands Branch</u>  Internal Address: _____ Street Address: <u>Eleven Madison Avenue</u>  City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10010</u>  <input type="checkbox"/> Association – Citizenship _____ <input type="checkbox"/> General Partnership – Citizenship _____  <input type="checkbox"/> Limited Partnership – Citizenship _____ <input type="checkbox"/> Corporation – Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>Switzerland</u> If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No.		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input checked="" type="checkbox"/> Other <u>Second Lien Trademark Security Agreement</u>					
<b>4. Application number(s) or registration number(s):</b>					
A. Trademark Application No(s).  76391520    76391521    76391634 78497799			B. Trademark Registration No(s).  2629840    2608889    2590815 2623311    2574712    2619865 2665321    2699308    2745619 2634172		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Bruce Goldner, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2972 Fax: (917) 777-2972 bgoldner@skadden.com			<b>6. Total number of applications and registrations involved:</b> <span style="float: right;"><b># 14</b></span>  <b>7. Total fee (37 CFR 1.21(h) and 3.41) <u>\$365</u></b> <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account <b>(Our Ref.) 217730 /1906</b>  <b>8. Payment Information</b> Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Evans Richardson</u>		
<b>9. Signature.</b> <div style="text-align: center;">             Signature            Bruce Goldner            Name of Person Signing         </div>			August 16, 2006 Date  Total number of pages including cover sheet, and documents: <span style="float: right;"><b># 7</b></span>		

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CONTINUATION OF Item 1. Names of Additional Conveying Parties

**WideOpenWest Networks, LLC**

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation  
☒ Other Limited Liability Company

Citizenship Delaware

Execution Date(s) May 1, 2006

**TRADEMARK SECURITY AGREEMENT**  
(Second Lien)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 1, 2006, is entered into by and between WideOpenWest Finance, LLC, WideOpenWest Networks, LLC, each a Delaware limited liability company, each located at 7807 East Peakview Avenue, Suite 400, Englewood, Colorado 80111 (together, the "Grantors"), and Credit Suisse, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010, as Administrative Agent pursuant to that certain Security Agreement, dated as of May 1, 2006, between the Administrative Agent and Grantor, amongst others (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of May 1, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WideOpenWest Finance, LLC, the Parent Guarantors signatory thereto, the lending institutions from time to time party thereto and the Administrative Agent. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Administrative Agent in certain Collateral, including but not limited to the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates, transfers and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in the Trademarks (as defined in the Security Agreement), whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. The foregoing security interest shall include, without limitation, all trademarks referred to on Schedule A, and the right to obtain all renewals thereof, but shall in no case extend to any trademark applications filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such trademark, unless and until acceptable evidence of use of such trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C., et. seq.), to the extent that granting a security interest in such application prior to such filing would adversely affect the validity or enforceability or result in cancellation of such trademark application.

(b) The security interest granted hereby is granted concurrently and in conjunction with the Security Interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein, and are in addition to those rights and remedies which are now or hereafter available to the Administrative Agent as a matter of law or equity. The exercise by the Administrative Agent of any one or more of the

rights, powers or privileges provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Administrative Agent, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

5. Termination; Release of Security Interest

Upon termination of the Security Interest in Trademarks in accordance with the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to each Grantor, at such Grantor's expense, an instrument in writing in recordable form releasing the security interest in the Trademarks under this Agreement. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 5 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.

6. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

WIDEOPENWEST FINANCE, LLC

By: 

Name: Steven Cochran

Title: CFO

WIDEOPENWEST NETWORKS, LLC

By: 

Name: Steven Cochran

Title: CFO

[Second Lien Trademark Security Agreement]

TRADEMARK

REEL: 003371 FRAME: 0493

## ADMINISTRATIVE AGENT:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Administrative Agent

By: 

Name:

PHILLIP HO

Title:

DIRECTOR

By: 

Name:

KARIM BLASETTI

Title:

ASSOCIATE

[Second Lien Trademark Security Agreement]

TRADEMARK

REEL: 003371 FRAME: 0494

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Reg. No. / S.I. No.</u>	<u>Date Registered / Filed</u>	<u>Grantor</u>
<u>WIDEOPENWEST</u>	<u>2629840 / 75/932818</u>	<u>10/8/2002 / 2/25/2000</u>	<u>WideOpen West Networks, LLC</u>
<u>WIDEOPENWEST logo</u>	<u>2608889 / 76/142329</u>	<u>8/20/2002 / 10/9/2000</u>	<u>WideOpen West Networks, LLC</u>
<u>Orange Square symbol</u>	<u>2590815 / 76/142328</u>	<u>7/9/2002 / 10/9/2000</u>	<u>WideOpen West Networks, LLC</u>
<u>BRINGING BROADBAND HOME</u>	<u>2623311 / 76/142468</u>	<u>9/24/2002 / 10/6/2000</u>	<u>WideOpen West Networks, LLC</u>
<u>WIDEOPENINTERNET</u>	<u>2574712 / 76/142430</u>	<u>5/28/2002 / 10/6/2000</u>	<u>WideOpen West Networks, LLC</u>
<u>WIDEOPENCABLE</u>	<u>2619865 / 76/142331</u>	<u>9/17/2002 / 10/9/2000</u>	<u>WideOpen West Networks, LLC</u>
<u>WIDEOPENTELEPHONE</u>	<u>2665321 / 76/142330</u>	<u>12/24/2002 / 10/9/2000</u>	<u>WideOpen West Networks, LLC</u>
<u>WIDEOPENMOVIES</u>	<u>2699308 / 76/142698</u>	<u>3/25/2003 / 10/9/2000</u>	<u>WideOpen West Networks, LLC</u>
<u>WIDE OPEN</u>	<u>2745619 / 75/932817</u>	<u>8/5/2003 / 2/25/2000</u>	<u>WideOpen West Networks, LLC</u>
<u>THE FUTURE IS NOW WIDE OPEN</u>	<u>2634172 / 76/142326</u>	<u>10/15/2002 / 10/9/2000</u>	<u>WideOpen West Networks, LLC</u>
<u>WOW! CABLE</u>	<u>76/391520</u>	<u>04/04/2002</u>	<u>WideOpen West Networks, LLC</u>
<u>WOW! INTERNET</u>	<u>76/391521</u>	<u>04/04/2002</u>	<u>WideOpen West Networks, LLC</u>
<u>WOW! PHONE</u>	<u>76/391634</u>	<u>04/04/2002</u>	<u>WideOpen West Networks, LLC</u>
<u>IT'S BETTER TO BUNDLE</u>	<u>78/497799</u>	<u>10/11/2004</u>	<u>WideOpen West Finance, LLC</u>